"Bona fide, even if unreasonable, dissatisfaction of the defendant is an answer to the plaintiff's action." In *Hawkins* v. *Graham*, 149 Mass. 284, 21 N. E. Rep. 312, 14 Am. St. Rep. 422, the condition or guaranty contained an alternative "or the work demonstrated," as in *Clark* v. *Rice*, 46 Mich. 308, 9 N. W. Rep. 427. When an article is warranted to be satisfactory, without stating to whom, courts generally construe such terms to mean satisfactory to the purchaser. *Campbell Printing Press Co.* v. *Thorp*, 36 Fed. Rep. 414, 1 L. R. A. 645; *McCormick Machine Co.* v. *Chesrown*, 33 Minn. 32; *Singerly* v. *Thayer*, 108 Penn. St. 291, 2 Atl. Rep. 230; *Adams Rad. Works* v. *Schnader*, 155 Penn. St. 394, 26 Atl. Rep. 745; *Taylor* v. *Brewer*, 1 Maule & Selw. 290; MECHEM ON SALES, sec. 664; BEACH ON MODERN LAW OF CONTRACTS, sec. 104. Contracts containing conditions of this sort fall into two general classes, those where satisfaction is a matter of taste, sentiment, artistic sensibility, and other purely personal considerations, rather than reason, and those in which it is merely a question of quality, workmanship, mechanical construction and fitness, or the existence of some fact easily ascertainable. It is quite generally agreed that in the first class the buyer is the sole judge of his satisfaction. MECHEM ON SALES, sec. 666; BEACH, CONTRACTS, sec. 103. But he must act in good faith, especially in the second class of cases. MECHEM, SALES, sec. 668; BEACH, CONTRACTS, 104. In some cases the test applied was whether he ought in reason to have been satisfied. *Folliard* v. *Wallace*, 2 Johns, 395; *Duplex, etc. Co.* v. *Garden*, 101 N. Y. 387, 4 N. E. R. 749, 54 Am. Rep. 709; *Pope, etc. Co.* v. *Best*, 14 Mo. App. 502; *Doll* v. *Noble*, 116 N. Y. 230, 22 N. E. R. 406; *Wetterwulgh* v. *Knickerbocher Ass'n.*, 2 Bosw. (N. Y.) 381; *Keeler* v. *Clifford*, 165 Ill., 544, 46 N. E. 248; *Richison* v. *Mead*, 11 S. Dak. 639, 80 N. W. Rep. 131; *Hawkins* v. *Graham*, *supra; Mullaly* v. *Greenwood*, 127 Mo. 138; *Pennington* v. *Howland*, 21 R. I. 65, 41 Atl. Rep. 891; *Bryant* v. *Flight*, 5 M. & W. 114. The majority of the cases, however, while declaring that the buyer must act in good faith, hold that it is the buyer himself who is to be satisfied, and not the jury, the judge, or some fictitious reasonable man. *Singerly* v. *Thayer*, *supra; Campbell*, *etc. Co.* v. *Thorp*, *supra; Machine Co.* v. *Chesrown*, 33 Minn. 32; *Silsby Mfg. Co.* v. *Chico*, 24 Fed. Rep. 893; *McCarren* v. *McNulty*, 7 Gray 139; *Gray* v. *R. R. Co.*, 11 Hun, 70; *Osborne & Co.* v. *Francis*, 38 W. Va. 312, 18 S. E. R. 591; *Exhaust Vent. Co.* v. *R. R. Co.*, 66 Wis. 218, 28 N. W. R. 343, 57 Am. Rep. 257; *Warder* v. *Whitish*, 77 Wis. 430, 46 N. W. R. 540; *Williams* v. *Brass Co.*, *supra; Platt* v. *Broderick*, 70 Mich. 577; *Aiken* v. *Hyde*, 99 Mass. 183; *Goodrich* v. *Van Nortwick*, 43 Ill. 445; *Tyler* v. *Ames*, 6 Lans. (N. Y.) 280; *Daggett* v. *Johnson*, 49 Vt. 345; *Hartford Co.* v. *Brush*, 43 Vt. 528; *R. R. Co.* v. *Brydon*, 65 Md. 225; *Barlow* v. *Thompson*, 46 Ind. 384; *Roberts* v. *Smith*, 4 H. & N. 315; MECHEM ON SALES, sec. 667; BEACH, CONTRACTS, sec. 105. The best rule seems to be that the contract must in all cases be construed to determine the real intention of the parties, by looking into the nature of the contract, the context, the circumstances and conditions, and the after effect on the situation of the parties. *Wood Machine Co.* v. *Smith*, 50 Mich. 565; *Daggett* v. *Johnson*, *supra; Duplex etc. Co.* v. *Garden*, *supra; Adams Rad. Works* v. *Schnader*, *supra; Pope, etc. Co.* v. *Best*, *supra; Osborne & Co.* v. *Francis*, *supra; Williams Co.* v. *Brass Co.*, *supra;* POLLOCK ON CONTRACTS, p. 45, For cases and notes on this subject, see: 1 L. R. A. 645; 17 L. R. A. 207; 54 Am. Rep. 711; 14 Am. St. Rep. 424; 18 Abbott's N. C. 48; 2 N. Y. Ann. Cas. 391; 25 Amer. L. Reg. 18; BENJAMIN ON SALES, 7 Am. ed. p. 607; MECHEM ON SALES, secs. 663-671, notes; BEACH ON MODERN LAW OF CONTRACTS, sec. 103-109, notes.

SALES—DRAFT WITH BILL OF LADING ATTACHED—LIABILITY OF HOLDER TO DRAWEE.—Pursuant to a contract, corn was shipped to plaintiffs by H

company, who at the same time drew on plaintiffs in favor of the E bank. The latter indorsed the same "pay to the order of A bank," and sent it with bill of lading attached to A bank which then indorsed it "pay any bank or banker, or order," and negotiated it to defendant bank. Plaintiffs, consignees, accepted and paid the draft before the arrival of the corn, which later proved to be deficient in weight. In an action against the bank to recover the excess paid, *Held*, it was not liable. *Gregory* v. *Sturgis Nat. Bank* (1903), — Tex. —, 71 S. W. Rep. 66.

The court held that the indorsements were sufficient to put the plaintiffs on inquiry as to the bank's ownership of the draft; that the bank holding the draft for collection, simply, was not liable for the shipper's breach of contract. They seemed to have receded somewhat from the position taken in the case of *Landa* v. *Lattin*, 19 Tex. Civ. App. 246, 46 S. W. 48. See 1 MICHIGAN LAW REVIEW 65, 237.

SALES—STATUTE OF FRAUDS—"GOODS, WARES AND MERCHANDISE."—DEBT.—Action to recover damages for breach of an unwritten contract for the sale of a debt due from a private individual to plaintiff. Defense, the statute of frauds. *Held*, that the action cannot be maintained. *French* v. *Schoonmaker* (1903), — N. J. L. —, 54 Atl. Rep. 225.

The court held that the words "goods, wares and merchandise," as used in the statute, are equivalent to the term "personal property," and are intended to include whatever is not embraced by the words, "lands, tenements and hereditaments." A contract for the sale of a bond and mortgage had previously been held by the New Jersey court to be within the statute: *Greenwood* v. *Law*, 55 N. J. L. 168, 26 Atl. 134, 19 L. R. A. 688; 1 MECHEM ON SALES, § 331. That a debt is also to be included had previously been held in *Walker* v. *Supple*, 54 Ga. 178.

SALES—STOPPAGE IN TRANSITU—DELIVERY TO VENDEE.—Plaintiffs in New York, sold goods to a partnership in Florida. Before the goods reached their destination, the vendees became insolvent. A drayman reported to the resident partner that there were goods in the depot for him. The latter, supposing them to be household goods, or wedding presents and not firm goods, ordered the drayman to take them to his boarding-house and gave him a written order in his individual name. Before the merchant discovered his mistake the defendant sheriff levied upon the goods. The former would not have received them if he had known what they were. Plaintiffs demanded of the sheriff a return of the goods. In an action of trover against him, *Held*, that there could be no recovery. *Smith* v. *Gail* (1903), — Fla. —, 33 So. Rep. 527.

The consignee may refuse to receive the goods and thus preserve the vendor's right of stoppage in transitu. But if they have come into his possession, actual or constructive, the right is destroyed. BENJAMIN ON SALES, (7th Amer. ed.,) sec. 488, 850; MECHEM ON SALES, sec. 1591; AM. & ENG. ENCYC., vol. 23, p. 912. Delivery to a local truckman under general orders from the vendee to receive goods may not always end the transit. MECHEM ON SALES, sec. 1588 and cases cited. In *James* v. *Griffin*, 2 M. & W. 623, the insolvent consignee, intending to save the goods for the vendor, but not disclosing such intention to either the carrier or wharfman, had the goods unloaded at the usual wharf, and it was held that they had not come into his possession so as to defeat the vendor's rights.

SLANDER—INJUNCTION TO PREVENT.—The defendants were giving exhibitions of mindreading and during the same, while supposed to be in a trance, would describe the killing of the plaintiff's husband, which at the time was